

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE 1 OF 3 PAGES	
2. AMENDMENT/MODIFICATION NUMBER P00001		3. EFFECTIVE DATE 01/19/2022 07:33:26 AM		4. REQUISITION/PURCHASE REQUISITION NUMBER 000000ER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY 1800 F Street NW Washington, District of Columbia 20405-0001 United States Lora Zuo 202-431-0872 lora.zuo@gsa.gov		CODE 47QPCA		7. ADMINISTERED BY (If other than Item 6) 1800 F Street NW Washington, District of Columbia 20405-0001 United States Melisa E Marcovitz 609-408-9461 melisa.marcovitz@gsa.gov		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) AMERICAN ASSOCIATION OF MOTOR VEHICLE ADMINISTRATORS, THE (DUNS: (b) (4) ) 4401 WILSON BLVD STE 700 ARLINGTON, Virginia 22203-4195 United States (b) (6)				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				<input type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NUMBER 47QPCA21C0001	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13) 09/13/2021	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
(b) (5)		Total Amount of Mod: (b) (4)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.</b>							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.						
<input type="checkbox"/>							
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c)-Changes						
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)						
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> s required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Melisa E Marcovitz			
15B. CONTRACTOR/OFFEROR (b) (6)		15C. DATE SIGNED 01/18/2022 02:27:07 PM EST		16B. UNITED STATES OF AMERICA Melisa E Marcovitz		16C. DATE SIGNED 01/19/2022 07:33:26 AM EST	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

Award PIID		Modification Number		Referenced IDV ID		FIN		Page <u>  2  </u> of <u>  3  </u>	
47QPCA21C0001		P00001		Open Market		000000ER			
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QTY. (C)	UNIT (D)	UNIT PRICE (E)	NEW AMOUNT (G)	PRIOR AMOUNT (H)	INCREASE / DECREASE (I)	REQ. (J)	
0001	Base Period	1	Years	(b) (4)	(b) (4)	(b) (4)	(b) (4)	Base	
0002	Option Period 1	1	Years	(b) (4)	(b) (4)	(b) (4)	(b) (4)	Optional	
0003	Option Period 2	6	Months	(b) (4)	(b) (4)	(b) (4)	(b) (4)	Optional	
0004	Option Period 3	6	Months	(b) (4)	(b) (4)	(b) (4)	(b) (4)	Optional	
0005	Option Period 4	6	Months	(b) (4)	(b) (4)	(b) (4)	(b) (4)	Optional	
<b>TOTALS</b>					<b>\$918,500.93</b>	<b>\$908,500.93</b>	<b>\$10,000.00</b>		

Award PIID	Modification Number	Referenced IDV PIID	FIN	Page 3 of 3
47QPCA21C0001	P00001	Open Market	000000ER	
DESCRIPTION				

The purpose of this modification P0001 is to:

1). Revise the title of CLIN 0005 from Option Period 5 to Option Period 4.

2). Correct the unit of CLINs 0003-0005. The revised Period of Performance is as follows:

Base: 09/15/2021 - 08/31/2022

Option Period 1: 09/01/2022 - 08/31/2023 (12 Months)

Option Period 2: 09/01/2023 - 02/28/2024 (6 Months)

Option Period 3: 03/01/2024 - 08/31/2024 (6 Months)

Option Period 4: 09/01/2024 - 02/28/2025 (6 Months)

3). Increase CLIN 0001 funding in the amount of (b) (4) for a one time connection fee allowing the IDVA system to connect to AAMVA's DLDV service. Accordingly, the CLIN 0001 obligated funds amount is increased from (b) (4)

4). All other terms and conditions remain unchanged.

ORDER FOR SUPPLIES AND SERVICES				IMPORTANT: See instructions in GSAR 553.370-300-1 for distribution		PAGE 1 OF 2 PAGE(S)	
1 DATE OF ORDER 02/02/2018		2 ORDER NUMBER		3 CONTRACT NUMBER 47QFDA18P0004		4 ACT NUMBER A21931640	
FOR GOVERNMENT USE ONLY	5. ACCOUNTING CLASSIFICATION				6. FINANCE DIVISION		
	FUND (b) (5)	ORG CODE (b) (5)	B/A CODE (b) (5)	O/C CODE (b) (5)	AC	SS	VENDOR NAME
	FUNC CODE (b) (5)	C/E CODE (b) (5)	PROJ /PROS NO	CC-A	MDL	FI	G/L DEBT
	W/ITEM	CC-B	PRT /CRFT	AI	LC	DISCOUNT	
7 TO: CONTRACTOR (Name, address and zip code) (b) (6) AMERICAN ASSOCIATION OF MOTOR VEHICLE ADMINISTRATORS, THE 4401 WILSON BLVD STE 700 ARLINGTON, VA 22203-4195 United States (b) (6)				8 TYPE OF ORDER A PURCHASE		REFERENCE YOUR	
				Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including delivery as indicated			
				This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract			
				C MODIFICATION NO 000 TYPE OF MODIFICATION:		AUTHORITY FOR ISSUING	
9A EMPLOYER'S IDENTIFICATION NUMBER (b) (4)			9B CHECK, IF APPROP WITHHOLD 20%		Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged		
10A CLASSIFICATION A8 Nonprofit Organization				10B TYPE OF BUSINESS ORGANIZATION N Non-Profit			
11 ISSUING OFFICE (Address, zip code, and telephone no.) GSA Region 11 Alberto Munoz 301 7th Street Washington, DC 20407-0000 United States 202-734-4226		12 REMITTANCE ADDRESS (MANDATORY) AMERICAN ASSOCIATION OF MOTOR VEHICLE ADMINISTRATORS, THE 4401 WILSON BLVD STE 700 ARLINGTON, VA 22203-4195 United States		13 SHIP TO(Consignee address, zip code and telephone no.) Omid M. Ghaffari-Tabrizi 1800 F Street, NW MVF, Room 4006 Washington, DC 20405 United States (202) 208-3214			
14 PLACE OF INSPECTION AND ACCEPTANCE Omid M. Ghaffari-Tabrizi 1800 F Street, NW MVF, Room 4006 Washington, DC 20405 United States				15 REQUISITION OFFICE (Name, symbol and telephone no.) Austin A Boynes GSA Region 11 301 7TH ST SW WASHINGTON, DC 20024-0001 United States 202-258-6916			
16 F O B POINT Destination		17 GOVERNMENT B/L NO		18 DELIVERY F O B POINT ON OR BEFORE 02/04/2019		19 PAYMENT/DISCOUNT TERMS NET 30 DAYS / 0 00 % 0 DAYS / 0 00 % 0 DAYS	
20. SCHEDULE							
ITEM NO (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)		
001	Blanket Task Order	1	lot	(b) (4)	(b) (4)		
21 RECEIVING OFFICE (Name, symbol and telephone no.) Office of Acquisition Management, (202) 208-3214					TOTAL From 300-A(s)		
22 SHIPPING POINT Specified in QUOTE			23 GROSS SHIP WT		GRAND TOTAL		\$960,000.00

<p><b>24 MAIL INVOICE TO:</b> <i>(Include zip code)</i></p> <p>General Services Administration (FUND)</p> <p>The contractor shall follow these <a href="#">Invoice Submission Instructions</a>. The contractor shall submit invoices electronically by logging into the ASSIST portal (<a href="https://portal.fas.gsa.gov">https://portal.fas.gsa.gov</a>), navigating to the appropriate order, and creating the invoice for that order. For additional assistance contact the ASSIST Helpdesk at 877-472-4877. Do NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).</p>	<p><b>25A FOR INQUIRIES REGARDING PAYMENT CONTACT:</b> GSA Finance Customer Support</p> <p><b>26A NAME OF CONTRACTING/ORDERING OFFICER(Type)</b> Alberto Munoz</p>	<p><b>25B TELEPHONE NO</b> 816-926-7287</p> <p><b>26B TELEPHONE NO</b> 202-734-4226</p>
<p><b>GENERAL SERVICES ADMINISTRATION</b></p>	<p><b>26C SIGNATURE</b> Alberto Munoz 02/02/2018</p> <p><b>1. PAYING OFFICE</b></p> <p><b>GSA FORM 300 (REV 2-93)</b></p>	

**General Services Administration  
Federal Acquisition Service  
Technology Transformation Services  
1800 F St NW | Washington, DC | 20006**

**Source Issuer Verification Service Solution**

# **Statement of Work**

**Award PIID 47QPCA21C0001**

## **1.1 Introduction**

This document represents a requirement to acquire products or services for the General Services Administration (GSA), Technology Transformation Services (TTS) login.gov Program. However, this requirement will be available for TTS-wide use.

This procurement is to obtain a Source Issuer Verification Solution for the login.gov Program.

## **1.2 Background**

In 2017, TTS designed and developed login.gov, a shared authentication platform, to provide citizens with simple, secure access to online government services. To achieve this, login.gov utilizes a source issuer verification service to electronically verify U.S. State-issued Driver's License (DL) and Identity (ID) card data directly with the custodian of the record in real time at login.gov's request. This results in a government-provided "digital identity" for each user, established at National Institute of Standards and Technology (NIST) 800-63-3 Identity Assurance Levels (IAL) 1 or 2 and Authentication Assurance Level (AAL) 2. The resultant digital identity provides users the ability to sign in with a single set of credentials for all participating government programs.

## 1.3 Objectives

To continue to successfully achieve its mission, the login.gov program requires a Source Issuer Verification Solution that:

- Has the ability to electronically verify U.S. State-issued Driver's License (DL) and Identity (ID) card data directly with the custodian of the record in real time at login.gov's request.
- Has coverage of at least 50% of the U.S. population who have been issued a driver's license, driver's permit, or other state ID document.
- Will only verify personal information from login.gov, it will not retain that PII nor use it for any commercial purposes.
- Meets GSA IT Security Policies.

## 1.4. Scope

The Contractor shall provide a Source Issuer Verification Solution that queries data directly from the custodian of the record in real time at login.gov's request. As part of this solution, the Contractor shall electronically verify U.S. State-issued Driver's License (DL) and Identity (ID) card data submitted by login.gov users.

## 1.5 Contract Type

This effort shall be proposed on a Firm Fixed Price (FFP) basis per transaction .

## 1.6 Place of Performance

Performance will be at the Contractor's facilities.

## 1.7 Period of Performance

The performance period for this contract shall be 12 months from date of award, with one 12-month option period, and three 6-month option periods.

## 1.8 Privacy Act

Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

## 1.9 Security

Despite enhanced security controls and monitoring, incidents may occur that require immediate response from the Contractor. Incidents could include misuse, fraud, misappropriation, espionage, sabotage, and inadvertent or deliberate compromise of the shared authentication platform. The Contractor must identify proposed plans, communications and protocols for responding to security and privacy incidents in collaboration with the Government. The Contractor must comply with incident reporting requirements outlined in GSA IT Security Procedural Guide 01-02, *Incident Response*.

The software solution must:

- Provide a secure channel for real time data transmission between login.gov and the Contractor.
- Integration testing must include review and validation of the web services connection including usage of secure protocols (e.g., TLS 1.2); Federal Information Processing Standards (FIPS)-approved algorithms; and, FIPS 140-2 validated encryption modules. As per Office of Management and Budget (OMB) Memorandum M-15-13, web site connections (if any) must use of HTTPS-only.
- Be in compliance with Federal standards and guidelines including:
- FIPS 140-2: Encryption for backend data verification calls
- Provide data exchange in compliance with NIST encryption standards including usage of FIPS-approved algorithms, secure Transport protocols, and secure key/certificate management.
- Does not store at rest, data the Government sends to be verified; such data shall only be processed in memory and discarded immediately following in-memory processing of the verification request.
- Detail Contact information for GSA security POCs in the login.gov incident response plan.
- Be located in the United States. "United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.), but does not include any other place subject to U.S. jurisdiction or any U.S. base or possession within a foreign country (29 CFR 4.112).
- Despite enhanced security controls and monitoring, incidents may occur that require immediate response from the Contractor. Incidents could include misuse, fraud, misappropriation, espionage, sabotage, and inadvertent or deliberate compromise of the shared authentication



platform. The Contractor shall identify proposed plans, communications and protocols for responding to security and privacy incidents in collaboration with the Government. The Contractor shall comply with incident reporting requirements outlined in GSA IT Security Procedural Guide 01-02, Incident Response.

### **1.9.1 Reporting and Continuous Monitoring**

In support of continuous monitoring the Contractor shall maintain its audit report/certification, perform web application and operating system scans, and remediate flaws per the Contractor's flaw remediation process. The Contractor shall report if its audit report/certification renews or expires and if any of the other required activities cannot be supported.

## **1.10 Data**

### **1.10.1 Data Ownership and Unlimited Rights to Data**

The Government will retain unlimited rights to all Government data collected by the system.

Government data rights shall be in accordance with FAR 52. 227-14 Rights in Data - General. The Government shall have unlimited rights in all data entered into any and all systems, system documentation, all deliverables produced in the performance of this contract, and other related system information.

Upon termination or expiration of the contract and upon request, once all data is provided back to the Federal Government the Contractor must discard all Government data within 7 years, and must certify no Government data has been retained unless otherwise authorized.

### **1.10.2 Data Availability**

Notwithstanding anything to the contrary in any applicable commercial terms and conditions (e.g., those referred to in section 10, Terms of Service), any data derived from the Government's use of the service must be delivered to the Government within one business day of the CO's request (unless a different timeframe has been agreed to by the CO), and shall not be used for any other purpose other than that specified herein. The requested data shall be provided at no additional cost to the Government and in a format satisfactory to the Government.

### **1.10.3 Data Release**

Contractor will not disclose Customer Data to any government or third party or access or use Customer Data; except in each case as necessary to maintain the solution or to provide the solution to Customer in accordance with this contract, or as necessary to comply with the law or a valid and binding order of a governmental or regulatory body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, the Contractor will give the Government reasonable notice of any such legal requirement or order, to allow the Government to seek a protective order or other appropriate remedy.

## **1.11 Key Personnel**

### **1.11.1 Program Management**

The Contractor shall identify a Program Manager who will be responsible for all services provided under this contract and have full management authority for all Contractor personnel assigned to work on this project, within 3 days of the Date of Award. The Program Manager must serve as the primary point of contact for the Contractor Officer Representative (COR) or his/her designee in matters concerning this contract and will interact with other government employees as instructed by login.gov.

### **1.11.2 Identification of Key Personnel**

The Contractor shall identify key personnel regardless of the type of task. NOTE: Key personnel may not be removed from the task without notification to the Contracting Officer (CO). The CO will attach a copy of the request and determination to the project files.

## **1.12 Quality Assurance Surveillance Plan**

The COR will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the Contract to ensure that the Contractor is performing services required by the SOW in an acceptable level of performance.

The QASP will provide an effective surveillance method of monitoring contractor performance for each listed objective on the project tasks in the contract. It will also provide a systematic method to evaluate the services the contractor is required to

furnish. The Government reserves the right to alter or change the QASP at its own direction.

## 1.13 Applicable Documents

The contractor shall provide any of the following supporting documents for the Source Issuer Verification information system within 30 days of the date of award, and updated as required by the COR.

- Service Organization Control (SOC) 2/Statements on Standards for Attestation Engagements (SSAE) 16 audit report
- SysTrust/WebTrust (American Institute of Certified Public Accountants (AICPA)-sponsored) certification
- ISO/IEC 2700 certification
- PCI DSS certification

## 1.14 Government Furnished Items

The Government does not anticipate providing Government Furnished Items.

## 2.0 Definitions

The table below provides definitions for terms used in this SOW.

Term	Definition
Customer Data	The info (name, DOB, state, address, DL#) Login will send DLDV via their API
Adult	A person age 18 or over.
Custodian of Records	The State/Jurisdiction agency who has responsibility for creating and maintaining a public system of records containing official DL and State ID card information.
Qualified States/Jurisdictions	U.S. States and Jurisdictions (includes District of Columbia (D.C.) and U.S. territories) that are legally allowed to verify DL/ID data through an established service agreement directly with the Contractor to participate in the login.gov program and make the State/Jurisdiction's DL/ID data available for query to login.gov.
Real Time	The ability to process information and produce a response within the specified response time.

Response Time	Response time is measured as the elapsed time between the receipt of a request at the Contractor system and when the Contractor system sends the response to GSA; provided that Response Time shall not include delays or interruptions attributable to scheduled outages, State/Jurisdiction transaction processing time or unavailability, and third-party telecommunications providers.
Service Level Requirements	A common understanding of the outside stakeholders' expected level of service including priorities, availability, performance, responsibilities, hours of operations, etc.
State/Jurisdiction Enrollment	The Contractor must procure and finalize any necessary agreements (i.e., service agreements) with the States/Jurisdictions in order for the States/Jurisdictions to participate in the login.gov program and make the State/Jurisdiction data available for query to the agency. States/Jurisdictions must test and successfully implement the Contractor's solution to be considered enrolled.

## 3.0 Specific Requirements

### 3.1 Task Description

Services for this task requirements in accordance with the items identified below:

The Contractor shall provide a Source Issuer Verification Solution that queries data directly from the Custodian of the Record in real time at login.gov's request. As part of this solution, the Contractor shall electronically verify U.S. State-issued Driver's License (DL) and Identity (ID) card data submitted by login.gov users.

The Contractor's solution shall be implemented and successfully tested a minimum of two weeks prior to the Government's target date of implementation.

### 3.1.1 Service Agreements

The Contractor shall obtain service agreements with Custodian of Records cumulatively representing at least 50% of the U.S. population who have been issued a drivers license, drivers permit, or other state ID document. The Contractor is required to maintain the 50% minimum throughout the period of this contract.

The Contractor must notify the COR of the status of new Custodian of Record(s) as they are onboarded with the following data:

- a) The name of the qualified Custodian of Record(s)
- b) Percentage of U.S. population
- c) Date of implementation of service agreement
- d) Date of testing and implementation of Contractor solution with the State/Jurisdiction
- e) Outcome of the testing -successful or unsuccessful
- f) Other issues of note that may assist the agency in decision-making regarding rollout to the Custodian of Record(s) (For example, if the Custodian of Record does not allow real-time verification of records, if the Custodian of Record does not have complete records, etc.)

### 3.1.2 Service Level Agreement

The Contractor shall provide an existing Source Issuer Verification Solution that provides business-class response time outlined in this section and in the [QASP](#). The Contractor's solution must:

- Have the capacity to process 8 transactions per second
- Provide documentation with emergency contact information and escalation paths for technical issues
- Perform constant monitoring of AAMVA's systems availability and alert login.gov (via a method mutually agreed by the COR and Contractor after contract award) in the event of service interruption support within 15 minutes of service interruption:
  - o To the maximum extent practicable, alerts must include the start time of the outage; effect of the outage (i.e., are all customers affected, or only some Custodians of Records), the suspected cause of the problem (if known), and steps being taken to resolve the outage;
  - o Once the outage is resolved, the Contractor must send a closing alert to login.gov; this communication must include the end time of the outage, the duration of the outage, the effect of the outage, the number of transactions affected by the outage (if known), the actual cause of the problem and the steps planned to prevent similar outages

in the future.

- o Contractor shall measure and report response times for and the Contractor's own system on a monthly basis. In the event the SLA is not met the Contractor shall report to the Government where the issue is.
- o Security incidents with potential impact to availability, confidentiality, or integrity must be immediately reported but not more than eight hours following confirmed detection to the GSA TTS CO or the COR and the General Services Administration Incident Response Team. Maintain 24x7 monitoring with geographically dispersed disaster recovery capabilities.
- Provide notification of scheduled systems downtime to the COR one (1) month prior to the planned service interruption.
- Comply with the service level requirements defined in this section for availability, system response time, capacity, security, and incident reporting.

### 3.1.3 Data Matching

The Contractor, serving as the authoritative source for the data, will receive from login.gov, incoming data elements to be compared to the same data elements received by the Contractor, directly from the issuing State/Jurisdiction's record (Custodian of the Record). Login.gov is only providing information to the Contractor that the user consents to and is available to the Contractor through the relationship with the Custodian of the Record..

The Contractor must return to login.gov a "match" or "no match" response for each data element, as detailed in the chart below. The return response must adhere to the response time parameters specified in Section 3.1.2 Service Level Agreements. The information that the Contractor relies upon for making its "match" or "no match" response to login.gov must consist exclusively of unaltered data elements received directly from the custodian of the record and GSA. Neither the Contractor nor any Custodian of Records warrants the accuracy of Custodian of Record data used to generate match and no match responses.

o First name
o Last name
o Date of birth (DOB)
o State Driver License (DL) or ID number
o State of issuance

o Issue date (if provided by Custodian of Records)
o Expiration date (if provided by Custodian of Records)
o Street address line 1
o Street address line 2 (if present)
o City
o State/Jurisdiction
o Zip code
At a minimum, the login.gov platform must submit the following electronic data elements to the Contractor for verification: 1) State of issuance; and 2) State Driver License (DL) or ID number.

The Contractor may not enhance their database with information such as "has login.gov account."

### 3.1.3 Development, Validation, Integration, and Production Requirements

Login.gov requires ongoing development, Validation, Integration, and Production support to ensure changing business requirements are met. To ensure that login.gov continues to meet customer requirements and maintains access to relevant authoritative data, the Contractor must:

- Provide full lifecycle support and coordination of data for the following kinds of environments:
  - o Development
  - o Validation
  - o Integration
  - o Production
- Synchronize test data with login.gov for Development, Validation and Integration environment types.
- Provide a plan/procedure for what to do if there is downtime.
- Support unit and validation with login.gov by:
  - o ensuring environments are ready as specified in the schedule;
  - o providing login.gov with test data & test cases to be used during the calls to the Contractor's verification software that covers all scenarios that could occur during production;
  - o providing real-time support and subject matter experts during testing so that problems can be resolved as quickly as possible;
  - o serving as the contact point for problems between its software and the Custodian of the Record;
  - o participating in conference calls to discuss testing plans, efforts, progress and issues; and
  - o GSA may need to perform testing to ensure a successful connection and receipt of the correct data response from the Contractor web

service. The Contractor will create test data to cover all possible test case scenarios and in accordance with GSA's specification.

- Provide system management functions – security, audit, configuration management, and archiving. Ongoing system management functions are required to ensure ongoing security, reliability, and response of the software solution.
- Provide Interface Control Document (ICD) -this document provides the connection criteria and requirements for the web service.

### 3.1.4 Technical Support

Login.gov requires ongoing technical support in the event of planned/unplanned system failures and to resolve performance issues. The Contractor must:

- Provide login.gov with a technical Help Desk Contact telephone number that can be accessed by login.gov personnel in need of technical support;
- Support for issue resolution can be accommodated by contacting AAMVA Operations Department at 1-888-AAMVA80 (226-8280) option 1 or [Helpdesk@aamva.org](mailto:Helpdesk@aamva.org).
- Provide support for any confirmed or suspected incident investigations
- Provide access to technical support personnel during configuration, validation, and testing of the web service as agreed to in the Implementation Plan. Technical support includes both the Contractor's system as well as the Custodian of the Record systems that provide data. The Contractor is responsible for working with the Custodian of the Record and provide findings to the COR within one week of the agency's request

## 4.0 Deliverables and Reports

In addition to the applicable requirements, the Contractor shall provide the following deliverables and reports:

### 4.1 Kickoff Meeting

The Contractor must lead a kickoff meeting, at GSA Headquarters or virtually, in which the Contractor must:

- present key staff, their roles and responsibilities,
- verify understanding of contract requirements and deliverables,
- discuss the delivery approach and schedule, and
- document any new understanding and/or direction resulting from the kickoff meeting.



## 5.0 Indemnification

The Contractor agrees to purchase and maintain throughout the term of this contract a technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called “cyber liability”) covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology/professional services under this Contract or in connection with the specific services described in this Contract. The insurance policy will include coverage for:

Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations, now or hereinafter constituted or amended;

Data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;

Loss or denial of service; with a minimum limit of \$5,000,000 each and every claim and in the aggregate. Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of the chosen Contractor performing services under this Contract or an independent contractor working on behalf of the chosen Contractor in performing services under this Contract, when prior to the commission of the act, error, or omission giving rise to liability, the chosen Contractor has expressly agreed in writing to indemnify and defend the independent contractor against liability. The insurance policy will not include an exclusion for cyber terrorism.

## 6.0 Section 508 Compliance

The Contractor shall provide accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U. S. C. 794d). All electronic and information technology (EIT) procured through this task order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. The 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended. All deliverables will be Section 508 compliant, and will be reviewed for compliance by the government which reserves the right to reject the deliverable(s) until remediation of deficiencies has been successfully completed by the Contractor. Complete technical descriptions are provided on the following website: <http://www.section508.gov>.

Where appropriate, the Contractor shall indicate whether each product or service is compliant, noncompliant or not applicable with the accessibility standards at 36 CFR 1194. Further, the quote must indicate where full details of compliance can be found (e. g., Contractor's website or other exact location).

Section 508 of the Rehabilitation Act is not applicable to the services included in the scope of this SOW.

## 7.0 Inspection

The Government has the right to perform manual or automated audits, scans, reviews, or other inspections of the Contractor's IT environment being used to provide or facilitate services for the Government. The Contractor shall be responsible for the following privacy and security safeguards:

- a. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases within (5) business days of the request.
- b. Access to support incident investigations, shall be provided as soon as possible but not longer than (5) business days after request.
- c. Physical Access Considerations - If the provider is operated within an IaaS that is FedRAMP authorized (e. g., AWS); physical access to the physical datacenter environment will be governed by the terms of

access allowed by the underlying infrastructure provider as defined in the FedRAMP A&A authorization package.

The program of inspection shall include, but is not limited to:

- Authenticated and unauthenticated operating system/network vulnerability scans
- Authenticated and unauthenticated web application vulnerability scans
- Authenticated and unauthenticated database application vulnerability scans
- Automated scans can be performed by Government personnel, or agents acting on behalf of the Government, using Government operated equipment, and Government specified tools. If the Contractor chooses to run its own automated scans or audits, results from these scans may at the Government's discretion, be accepted in lieu of Government performed vulnerability scans. In these cases, scanning tools and their configuration shall be approved by the Government. In addition, the results of Contractor scans shall be provided in full to the Government.

If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

Upon request from the COR the Contractor shall allow GSA TTS to conduct operational and security audits to verify the Contractor's compliance with our SLAs and security standards. The audits will be conducted following these guidelines:

- GSA TTS may perform one audit yearly, and may conduct additional audits after a confirmed security breach (one audit per breach). The Contractor shall accommodate assessments by GSA TTS when requested. Unannounced assessments are required to occur within thirty business days or an agreed upon time from initial notification.
- The Contractor shall make a good-faith effort to answer any questions GSA TTS has, and to give access to requested information (under suitable non-disclosure agreements (NDAs), if necessary). The Contractor shall provide up to 40 hours of staff time per audit; any further time is at the Contractor's discretion and may be billed at the Contractor's professional services rate.
- Any issues discovered by the audit shall be remediated by the Contractor in a mutually-agreed-upon timeframe. High risk findings shall be remediated within

30 days, moderate risk findings within 90 days, and low risk findings no longer than 180 days; risk levels are derived from the automated vulnerability scan tools based on [CVSS base scores](#).

The Contractor shall provide GSA TTS with any applicable documentation of their security stance and compliance achievements. Examples include:

- Internal security architecture documentation
- Internal security policies and procedure documentation
- Security compliance reports, such as PCI, ISO 27001, ISO 27002, SOC 2/3, SIG, CSA CSQ, etc.

GSA TTS will use these documents to assist in evaluating the organization's security stance. As such, GSA TTS will give higher weight to those reports produced by independent auditors.

## 8.0 Security of Data Including Personally Identifiable Information

By acceptance of, or performance on, this contract, the Contractor agrees that in the event of any actual or suspected breach (defined as loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users with an authorized purpose have access or potential access to Personally Identifiable Information, whether physical or electronic) the Contractor shall immediately (and in no event later than within eight hours following confirmed discovery) report the breach to the GSA TTS Contracting Officer (CO) or the Contracting Officer's Representative (COR) and the General Services Administration Incident Response Team. If the breach occurs outside of regular business hours and/or neither the CO nor the COR can be reached, Contractor shall contact the POCs as specified by the CO or the COR for emergency contacts outside of business hours within eight hours of confirmed discovery of the breach. Contractor shall also notify the CO and COR and the General Services Administration Incident Response Team as soon as possible during regular business hours. Data breaches shall follow reporting and response procedures as defined in GSA IT Security Procedural Guide 01-2, Incident Response and GSA Order CIO 9297.2C, GSA Information Breach Notification Policy.

Contractor shall have a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification to End consumers as a result of a breach shall be coordinated with GSA TTS. The method and content of any notification by Contractor as a result of a breach shall be subject to the approval of GSA TTS. In the event of a breach, Contractor assumes full responsibility for taking corrective action consistent with GSA Data Breach Notification Procedures (<http://www.gsa.gov/portal/directive/d0/content/675850>). Breach notifications involving PII are defined in section “Personally Identifiable Information Notification Requirement”

Contractor also agrees to cooperate fully with the CO, the GSA Inspector General, and any other authorized Government investigator during any investigation regarding a breach or suspected breach of personally identifiable information. This cooperation includes providing access to documents and systems for a forensic investigation such as systems logs and server images, to determine how or why the breach occurred and how to prevent a similar occurrence in the future. Contractor shall also correct, at its own cost, the system or protocol to prevent any future similar breach.

## **9.0 Personally Identifiable Information Notification Requirement**

Subject to GSA analysis of the breach and the terms of its instructions to the Contractor regarding any resulting breach notification, a method of notification may include letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by GSA. At minimum, a notification should include: (1) a brief description of how the breach occurred; (2) a description of the types of personal information involved in the breach; (3) a statement as to whether the information was encrypted or protected by other means; (4) steps an individual may take to protect themselves; (5) what the contractor and/or agency is doing, if anything, to investigate the breach, to mitigate losses, and to protect against any further breaches; and (6) point of contact information identifying who affected individuals may contact for further information. The Contractor agrees to assist in and comply with PII/Sensitive PII incident remediation and/or mitigation efforts and instructions, including those breaches that are not a result of the Contractor or employee actions, but the Contractor is an unintentional recipient of privacy data.

Actions may include allowing GSA incident response personnel to have access to computing equipment or storage devices, complying with instructions to remove emails or files from local or network drives, mobile devices (BlackBerry, Smart Phone, iPad, USB thumb drives, etc...). In the event that a PII/Sensitive PII breach occurs as a result of the violation of a term of this contract by the Contractor or its employees, the Contractor shall, as directed by the contracting officer and at no cost to GSA, take timely action to correct or mitigate the violation, which may include providing notification and/or other identity protection services to affected individuals for a period not to exceed 24 months from discovery of the breach. Should GSA elect to provide and/or procure notification or identity protection services in response to a breach, the Contractor shall be responsible for reimbursing GSA for those expenses. To ensure continuity with existing Government identity protection and credit monitoring efforts, the Contractor shall use the identity protection service provider specified by GSA.

## 10.0 Transition

The Contractor must also establish and implement plans for an orderly phase out of operations at the expiration or termination of this contract that ensures data security and integrity while data is in transit.

## 11.0 Terms of Service

Many terms found in commercial Terms of Service (ToS) or End User License Agreements (EULA) are not acceptable when the Government is the end user. The Office of Chief Information Officer (OCIO) requires that software and services within the GSA Enterprise have approved ToS or EULA.

The Contractor's terms and conditions will undergo a formal review by GSA Counsel as part of the pre-award process. The Contractor's ToS shall be found to be acceptable to the Government or a modified ToS negotiated as part of the approval review, prior to final authorization.

## General Services Administration

### Federal Acquisition Service

### Technology Transformation Services

1800 F St NW | Washington, DC | 20405

TTS Login.Gov

Source Issuer Verification Service Solution

# FAR/GSAM Clauses

## **FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)**

(a) *Definitions.* As used in this clause—

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.



(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

**(End of clause)**

#### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (JUL 2021)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

***[Contracting Officer check as appropriate.]***

  X   (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (Oct1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

       (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#))). **[Solicitations and contracts if the value of the contract is expected to exceed \$5.5 million and the performance period is 120 days or more.]**

       (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

  X   (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

       (5) [Reserved].

  X   (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

       (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).

\_X\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

\_\_\_(10) [Reserved].

\_\_\_(11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) [(DEVIATION JUN 2020)] ([15 U.S.C. 657a](#)).

\_\_\_(ii) Alternate I (Mar 2020) of [52.219-3](#).

\_\_\_(12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) [(DEVIATION JUN 2020)] (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_(ii) Alternate I (Mar 2020) of [52.219-4](#).

\_\_\_(13) [Reserved]

\_\_\_(14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

\_\_\_(ii) Alternate I (Mar 2020).

\_\_\_(15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

\_\_\_(ii) Alternate I (Mar 2020) of [52.219-7](#).

\_X\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_\_(17) (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([15 U.S.C. 637\(d\)\(4\)](#))

\_\_\_(ii) Alternate I (Nov 2016) of [52.219-9](#).

\_\_\_(iii) Alternate II (Nov 2016) of [52.219-9](#).

\_\_\_(iv) Alternate III (JUN 2020) of [52.219-9](#).

\_\_\_(v) Alternate IV (JUN 2020) of [52.219-9](#)

\_\_\_(18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

\_\_\_(ii) Alternate I (Mar 2020) of [52.219-13](#).

\_\_\_(19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).

\_\_\_(20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_\_(21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) [(DEVIATION JUN 2020)] ([15 U.S.C. 657f](#)).

\_\_\_(22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Nov 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).

\_\_\_(ii) Alternate I (MAR 2020) of [52.219-28](#).

\_\_\_(23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) [(DEVIATION JUN 2020)] ([15 U.S.C. 637\(m\)](#)).

\_\_\_(24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) [(DEVIATION JUN 2020)] ([15 U.S.C. 637\(m\)](#)).

\_\_\_(25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

\_\_\_(26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) [(DEVIATION JUN 2020)] ([15 U.S.C. 637\(a\)\(17\)](#)).

\_X\_ (27) [52.222-3](#), Convict Labor (June 2003) (E.O.11755).

\_\_\_(28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).

\_X\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

X(30) (i) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O.11246).

\_\_\_(ii) Alternate I (Feb 1999) of [52.222-26](#).

\_X\_ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

\_\_\_(ii) Alternate I (July 2014) of [52.222-35](#).

X   (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C.793](#)).

   (ii) Alternate I (July 2014) of [52.222-36](#).

  X   (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

  X   (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

  X   (35) (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).

   (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

  X   (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

   (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).

   (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).

   (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

   (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

   (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

   (ii) Alternate I (Oct 2015) of [52.223-13](#).

   (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

   (ii) Alternate I (Jun 2014) of [52.223-14](#).

   (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

\_\_\_(43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_(ii) Alternate I (Jun 2014) of [52.223-16](#).

\_X\_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_(45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

\_\_\_(46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).

\_X\_ (47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

\_\_\_(ii) Alternate I (Jan 2017) of [52.224-3](#).

\_\_\_(48) [52.225-1](#), Buy American-Supplies (JAN 2021) ([41 U.S.C. chapter 83](#)).

\_\_\_(49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_(ii) Alternate I (JAN 2021) of [52.225-3](#).

\_\_\_(iii) Alternate II (JAN 2021) of [52.225-3](#).

\_\_\_(iv) Alternate III (JAN 2021) of [52.225-3](#).

\_\_\_(50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

\_X\_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_(52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

\_\_\_(53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_(54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_(55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_(56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

\_\_\_(57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

\_X\_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).

\_\_\_(59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C.3332](#)).

\_\_\_(60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C.3332](#)).

\_X\_ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_(62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_(63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

\_\_\_(ii) Alternate I (Apr 2003) of [52.247-64](#).

\_\_\_(iii) Alternate II (Feb 2006) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_(1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

\_\_\_(2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).



\_\_\_(3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_(4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)). [

\_\_\_(5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_(6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_(7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020). ]

\_\_\_(8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_X\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.



(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sept 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C.4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C.793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C.4212](#))

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiii) (A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and [E.O 13627](#)).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**FAR 52.217-8 - Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 [insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

**FAR 52.217-9 - Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

**FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- [52.203-17](#) Contractor Employee Whistleblower Rights and Requirement to

Inform Employees of Whistleblower Rights (APR 2014)

- [52.204-2](#) Security Requirements (MAR 2021)
- [52.204-9](#) Personal Identity Verification of Contractor Personnel (JAN 2011)
- [52.204-13](#) System for Award Management Maintenance (OCT 2018)
- [52.204-18](#) Commercial and Government Entity Code Maintenance (AUG 2020)
- [52.212-4](#) Contract Terms and Conditions-Commercial Items (OCT 2018)
- [52.222-50](#) Combating Trafficking in Persons (OCT 2020)
- [52.225-13](#) | Restrictions on certain foreign purchases (June 2008)
- [52.227-14](#) Rights in Data-General (MAY 2014)
- [52.232-40](#) Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- [52.233-4](#) | Applicable Law for Breach of Contract Claim (Oct 2004)
- [52.239-1](#) Privacy or Security Safeguards (AUG 1996)
- [52.204-9](#) Personal Identity Verification Requirements (JUL 2021)
- [52.212-4](#) Contract Terms and Conditions – Commercial Items (FAR DEVIATION) (FEB 2018)
- [52.232-39](#) Unenforceability of Unauthorized Obligations. (FAR DEVIATION) (FEB 2018)
- [52.239-71](#) Security Requirements for Unclassified Information Technology Resources (JAN 2012)
- [52.252-6](#) Authorized Deviations in Clauses (SEP 1999)

(End of Clause)

# FAR/GSAM Provisions

## **FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not

complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained:

Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

#### **FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)**

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

#### **FAR 52.209-7 Information Regarding Responsibility Matters (OCT 2018)**

(a) *Definitions.* As used in this provision—

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals



Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

*Federal contracts and grants with total value greater than \$10,000,000 means—*

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

(End of provision)

### **52.212-3 Offeror Representations and Certifications-Commercial Items (FEB 2021)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation*, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Reasonable inquiry* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended."Sensitive technology"—

*Sensitive technology*—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran;

and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-disabled veteran-owned small business concern—*

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

*Small business concern—*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and

daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-



(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each

HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 12466-  
(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 <http://uscode.house.gov/> U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g) (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*.  
(Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani,

Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.* (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax



court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or

manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror ☐ does ☐ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror ☐ does ☐ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the

case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ( [26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

*(3) Taxpayer Identification Number (TIN).*

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

*(4) Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

*(5) Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if

contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that–

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that–

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:\_\_\_\_\_.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM ([12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.



(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

*Alternate I (Oct2014)*. As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_\_\_Black American.

\_\_\_\_\_Hispanic American.

\_\_\_\_\_Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_Individual/concern, other than one of the preceding.

(End of Provision)

#### **FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<a href="#"><u>52.203-18</u></a>	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)
<a href="#"><u>52.204-7</u></a>	System for Award Management (OCT 2018)
<a href="#"><u>52.204-16</u></a>	Commercial and Government Entity Code Reporting (AUG 2020)
<a href="#"><u>52.217-5</u></a>	Evaluation of Options (JUL 1990)

<a href="#"><u>52.225-25</u></a>	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (AUG 2018)
<a href="#"><u>552.217-71</u></a>	Notice Regarding Option(s) (NOV 1992)
<a href="#"><u>552.228-5</u></a>	Government as Additional Insured (JAN 2016)
<a href="#"><u>552.252-5</u></a>	Authorized Deviations in Provisions (SEP 1999)
<a href="#"><u>552.239-70</u></a>	Information Technology Security Plan and Security Authorization (JUN 2011)

(End of provision)

Pricing Schedule								
CLIN	CLIN Description	CLIN Type	UNIT	Price: Base (12 months)	Price: OP1 (12 months)	Price: OP2 (6 months)	Price: OP3 (6 months)	Price: OP4 (6 months)
0001A	Quantity 1 - 199,999	FFP	(b) (4)	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.
0001B	Quantity 200,000 - 399,999	FFP	(b) (4)	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.
0001C	Quantity 400,000 - 599,999	FFP	(b) (4)	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.
0001D	Quantity 600,000 - 799,999	FFP	(b) (4)	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.
0001E	Quantity 800,000 - 999,999	FFP	(b) (4)	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.
0001F	Quantity >1,000,000	FFP	(b) (4)	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.	(b) (4) per trans.

PROPOSED ESCALATION RATE: 0%

**General Services Administration  
Federal Acquisition Service  
Technology Transformation Services  
1800 F St NW | Washington, DC | 20006**

**Source Issuer Verification Service Solution**

# **Vendor Certifications**

**Award PIID 47QPCA21C0001**

## **Prohibition on Use of GSA Funds for Certain Activities**

The prospective Contractor declares that they will not use GSA funds toward any lobbying, political action committees (PACs), or any business of that nature. If a percentage or specific amount of the membership fees are normally allocated for these purposes, GSA will receive a discount in the membership.

**Lobbying.** The definition of lobbying includes any attempt to influence federal, state, city or county legislation through communication with any member or employee of a legislative body or governmental official who assists in developing the legislation, participation in a political campaign, grassroots (third party) lobbying, certain direct communications with high ranking federal executive branch officials and any amounts paid for research, preparation, planning or coordination for any lobbying activity.

### **The Offer declares the following:**

The vendor [☒] affirms [☐] does not affirm that GSA funds will not be used toward any lobbying, political action committees (PACs), or any business of that nature.

### **As Applicable**

Furthermore, in consideration of the vendor's standard practice to allocate N/A (percentage/amount) of membership fees to these types of business activities, the vendor has applied a discount of N/A to the standard membership fee.

## **Potential Organizational Conflict of Interest Statement**

The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest.

If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

Prospective Contractors should refer to FAR Subpart 9.5 and GSAM Part 509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**The vendor certifies to the following:**

The vendor [ ☐ ] is [ ☒ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the vendor is aware of information bearing on whether a potential conflict may exist, the vendor shall provide a disclosure statement describing this information. Such disclosure statement shall be attached to this document

NOTE: If specific Conflicts of Interests (COI's) have been identified in the above COI Declaration, vendors must include a OCI Mitigation Plan where specific measures will be proposed in order to avoid, mitigate, or neutralize COI's.

**Certificate Of Completion**

Envelope Id: EBB9D435F6424D38B1438A18017E52EB

Status: Completed

Subject: Please DocuSign: Conformed Contract - Source Issuer Verification OA.pdf, AAMVA Price Quote.xlsx

Source Envelope:

Document Pages: 65

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

Lora Zuo

AutoNav: Enabled

1800F F St NW

Envelope Stamping: Enabled

Washington DC, DC 20405

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

lora.zuo@gsa.gov

IP Address: 73.163.84.226

**Record Tracking**

Status: Original

Holder: Lora Zuo

Location: DocuSign

9/9/2021 5:39:27 PM

lora.zuo@gsa.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: US General Services Administration

Location: DocuSign

**Signer Events****Signature****Timestamp****In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Lora Zuo

lora.zuo@gsa.gov

TTS Contract Specialist

US General Services Administration

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**COPIED**

Sent: 9/9/2021 5:42:04 PM

Resent: 9/9/2021 5:42:06 PM

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/9/2021 5:42:04 PM

Certified Delivered

Security Checked

9/9/2021 5:42:04 PM

Signing Complete

Security Checked

9/9/2021 5:42:04 PM

Completed

Security Checked

9/9/2021 5:42:04 PM

**Payment Events****Status****Timestamps**

<b>ORDER FOR SUPPLIES AND SERVICES</b>				REQUISITION/REFERENCE NUMBER 000000ER		PAGE OF PAGES 1 2	
1. DATE OF ORDER 09/13/2021 02:26:20 PM EDT		2. ORDER NUMBER		3. CONTRACT NUMBER 47QPCA21C0001		4. PDN NUMBER	
<b>FOR GOVERNMENT USE ONLY</b>	<b>5. ACCOUNTING AND APPROPRIATION DATA</b>						
	FUND (b) (5)	FUNCTION CODE (b) (5)	B/A CODE (b) (5)	CC-A	C/E CODE (b) (5)	FY	REGION
	CC-B	PROJ./PROS NO.	O/C CODE 000	ORG. CODE (b) (5)	W/ITEM	PRT./CRFT	
6. TO: CONTRACTOR (Name, address and zip code) AMERICAN ASSOCIATION OF MOTOR VEHICLE ADMINISTRATORS, THE 4401 WILSON BLVD STE 700 ARLINGTON, Virginia 22203-4195 United States (b) (6)					7. TYPE OF ORDER		
					A. <input type="checkbox"/> PURCHASE Please furnish the following on the terms and conditions specified on the order and the attached sheets, if any, including delivery as indicated.		
					B. <input type="checkbox"/> DELIVERY (For Supplies) This delivery order is issued subject to the terms and conditions of the above numbered contract.		
					C. <input checked="" type="checkbox"/> TASK ORDER (For Services) This task order is issued subject to the terms and conditions of the above numbered contract.		
					D. MODIFICATION NUMBER P00000		
8A. Data Universal Numbering System (DUNS) Number (b) (4)					8B. Taxpayer Identification Number (TIN) (b) (4)		
9A. BUSINESS CLASSIFICATION  Nonprofit Organization					AUTHORITY FOR ISSUING P00000 Except as provided herein, all terms and conditions of the original order, as heretofore mentioned, remain unchanged.		
10. ISSUING OFFICE (Address, Zip Code, and Telephone Number) 1800 F Street NW Washington, District of Columbia 20405-0001 United States Lora Zuo 202-431-0872 lora.zuo@gsa.gov					11. REMITTANCE ADDRESS (MANDATORY) AMERICAN ASSOCIATION OF MOTOR VEHICLE ADMINISTRATORS, THE P.O. BOX 38056 BALTIMORE, Maryland 21297 United States		
12. SHIP TO (Consignee Address, Zip Code and Telephone Number) TTS Office Of Acquisition Michael Proul 1800 F STREET NW WASHINGTON, District of Columbia 20405-0000 United States 202-208-0405							
13. PLACE OF INSPECTION AND ACCEPTANCE Michael Proul 1800 F STREET NW WASHINGTON, District of Columbia 20405-0000 United States 202-208-0405					14. REQUISITION OFFICE (Name, Symbol and Telephone Number) Technology Transformation Service 1800 F Street NW Washington, District of Columbia 20405-0001 United States Michael D. Proul (202) 208-0405 michael.proul@gsa.gov		
15. F.O.B. POINT Destination		16. GOVERNMENT B/L NUMBER		17. DELIVERY F.O.B. POINT 09/14/2022		18. PAYMENT/DISCOUNT TERMS Net 30 Days / 0% 0 Days	
<b>19. SCHEDULE</b>							
ITEM NUMBER (A)	SUPPLIES OR SERVICES (B)			QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See Continuation Page						
20. RECEIVING OFFICE (Name, Symbol and Telephone Number) TTS Office Of Acquisition 703-785-8498						TOTAL FROM 300-A(s)	▶
21. MAIL INVOICE TO: (Electronic Invoice Preferred) General Services Administration (FUND) The contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate award, and creating the invoice for that award. For additional assistance contact the ASSIST Helpdesk at 877-472-4877. Do NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).				22. GROSS SHIP WEIGHT		GRAND TOTAL	▶ \$908,500.93
				23. SHIPPING POINT See Block 6			
24A. FOR INQUIRIES REGARDING PAYMENT CONTACT: KC Finance Accounts Payable				24B. TELEPHONE NUMBER 1-800-676-3690			
25A. NAME AND TITLE OF OFFEROR/CONTRACTOR (b) (6)				26A. UNITED STATES OF AMERICA (NAME OF CONTRACTING/ORDERING OFFICER) Melisa E Marcovitz			
25B. SIGNATURE (b) (6)		25C. DATE SIGNED 09/13/2021 02:21:50 PM EDT		26B. SIGNATURE Melisa E Marcovitz		26C. DATE SIGNED 09/13/2021 02:26:20 PM EDT	



Award PIID		Modification Number		Referenced IDV ID		FIN		Page <u>  2  </u> of <u>  2  </u>	
47QPCA21C0001		P00000		Open Market		000000ER			
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QTY. (C)	UNIT (D)	UNIT PRICE (E)	NEW AMOUNT (G)	PRIOR AMOUNT (H)	INCREASE / DECREASE (I)	REQ. (J)	
0001	Base Period	1	Years	(b) (4)	(b) (4)	(b) (4)	(b) (4)	Base	
0002	Option Period 1	1	Years	(b) (4)	(b) (4)	(b) (4)	(b) (4)	Optional	
0003	Option Period 2	1	Years	(b) (4)	(b) (4)	(b) (4)	(b) (4)	Optional	
0004	Option Period 3	1	Years	(b) (4)	(b) (4)	(b) (4)	(b) (4)	Optional	
0005	Option Period 5	1	Years	(b) (4)	(b) (4)	(b) (4)	(b) (4)	Optional	
TOTALS					\$908,500.93	\$0.00	\$908,500.93		